

RECORDATION NO. 25871 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 301
WASHINGTON, D.C.

SEP 30 '05

2-59 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

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September 30, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement (leases), dated as of September 28, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: Transport Capital Rail Partners, LLC
by DaimlerChrysler Services North America
LLC, its Manager
Three First National Plaza
70 West Madison Street, Suite 1960
Chicago, IL 60602

Assignee: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

A description of the railroad equipment covered by the enclosed document is:

Leases relating to 7,914 railcars within the following series as shown on the schedule attached to the document:

ALMX 002000 – ALMX 002239
ASHX 001525 – ASHX 001549 (inclusive)
ATW 112001 – ATW 200030
BNSF 237000 – BNSF 237009
CUOH 007306 – CUOH 009147
DTTX 725002 – DTTX 725146
ERCX 009700 – ERCX 020698
EXEX 010861 – EXEX 012055
IOCR 042001 – IOCR 042011 (inclusive)
LRWN 000116 – LRWN 200029
MMID 003601 – MMID 003630 (inclusive)
MSDR 195003 – MSDR 200028
NCUX 010001 – NCUX 050385
NHCR 002501 – NHCR 004113
NKCR 001225 – NKCR 065600
NS 470885 – NS 471449
RGCX 000750 – RGCX 020322
SCNX 448413
SIRX 512015 – SIRX 516497
SLR 002500 – SLR 004127
SM 003102 – SM 004110
SRN 004202 – SRN 004380
TILX 005030 – TILX 005357
TILX 516403
TIMX 060000 – TIMX 062093
TSRD 003002 – TSRD 003962
VR 002004 – VR 004191
WLPX 010100 – WLPX 010159 (inclusive)
WRRRC 680501 – WRRRC 680610 (inclusive)

Mr. Vernon A. Williams
September 28, 2005
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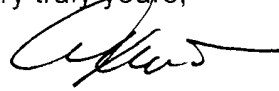
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written over the closing 'yours,'.

Robert W. Alvord

RWA/anm
Enclosures

SEP 30 '05

2-59 PM

Exhibits 2.3(e)(i) and 2.4(j)(ii)

~~SURFACE TRANSPORTATION BOARD~~
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement") is made and entered into as of the 28 day of September, 2005 by and between (i) TRANSPORT CAPITAL RAIL PARTNERS, LLC, a limited liability company organized under the laws of Delaware ("Assignor") and (ii) THE CIT GROUP/EQUIPMENT FINANCING, INC., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, by a Purchase and Sale Agreement dated as of September __, 2005 (the "Purchase and Sale Agreement") among Assignor, Assignee and CIT Financial USA, Inc., a Delaware corporation, Assignor agreed to sell, transfer and assign to Assignee all the railcars and certain other assets owned by Assignor (collectively, the "Purchased Assets") under the terms and subject to the conditions set forth therein; and

WHEREAS, effective immediately, (i) Assignor desires to assign all of its rights, title, powers, privileges and other benefits and interests in, to and under the leases, contracts and agreements listed or described on Schedule I hereto (collectively, the "Assigned Leases"); and (ii) Assignee desires to accept all of Assignor's rights, title and interests in, to and under the Assigned Leases and assume and agree to perform and discharge certain obligations of Assignor under the Assigned Leases.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Purchase and Sale Agreement. This Assignment and Assumption Agreement is being delivered pursuant to the terms of the Purchase and Sale Agreement and is subject to all of the terms, conditions and limitations contained therein. In the event of a conflict between this Assignment and assumption Agreement and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement will govern.

2. Assignment and Assumption. Effective immediately, (a) Assignor does hereby sell, assign, transfer and convey the Assigned Leases to Assignee together with all of Assignor's rights, title, powers, privileges and other benefits and interests in, to and under the Assigned Leases as well as all products and proceeds therefrom accruing on or after the date hereof and (b) Assignee does hereby accept the foregoing sale, assignment, transfer and conveyance and does hereby assume and agree to perform and discharge all of Assignor's obligations under the Assigned Leases arising after the Closing Date to the extent not required by the terms thereof to be performed by Assignor prior to the Closing Date. In addition, notwithstanding the foregoing, Assignee is not assuming or agreeing to perform or discharge (i) any obligations of Assignor under the Assigned Leases to pay for maintenance or repairs of the Purchased Railcars (other than pursuant to the Management Agreements to the extent any obligations of Assignor thereunder to do so are separately assumed by Buyer) commenced before the Closing Date whether completed before of after the Closing Date or (ii) any obligations of the Assignor under the Assigned Leases or otherwise to pay or return to the Subject Lessees under the Assigned Leases any mileage credits or allowances heretofore or hereafter received by Assignor from any railroads.

3. Recordation. Upon the request of Assignee, Assignor and Assignee will record this Assignment and Assumption Agreement (or cause the same to be recorded) with the Surface Transportation Board, the Registry of Canada and any other applicable governmental body or agency (as

reasonably requested by Assignee) to evidence the sale, assignment, transfer and conveyance to Buyer of the Assigned Leases and all of Seller's right, title and interest in, to and under the Assigned Leases.

4. Further Assurances. From and after the execution and delivery hereof, Seller will, at its expense, make, do and execute or cause to be made, done and executed all such further acts, deeds and assurances as Buyer or its successors and assigns or its or their counsel may, at any time or from time to time, reasonably request or require more effectively to convey and assign the Assigned Leases to Buyer according to the intent and meaning of this Assignment and Assumption Agreement and the Purchase and Sale Agreement.

5. Authority. Each of Assignor and Assignee hereby represents and warrants that it has all requisite limited liability company or corporate power (as applicable) to, and has been duly authorized by all requisite limited liability company or corporate action (as applicable) to, execute and deliver this Assignment and Assumption Agreement.

6. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Severability. Any term, condition or provision of this Agreement which is, or is deemed to be, void, prohibited or unenforceable in any jurisdiction is, as to such jurisdiction, severable herefrom, and is ineffective to the extent of such avoidance, prohibition and unenforceability without in any way invalidating the remaining terms, conditions and provisions hereof, unless such a construction would be unreasonable.

8. Governing Law. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK, SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF SUCH STATE OTHER THAN CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER STATE, AND THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE DEEMED IN ALL RESPECTS TO BE A CONTRACT OF SUCH STATE.

9. Counterparts. This Assignment and Assumption Agreement (i) may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement, and (ii) shall become binding when one or more counterparts have been signed by each party hereto and delivered to each of the other parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

TRANSPORT CAPITAL RAIL PARTNERS LLC
By: DaimlerChrysler Services North America
LLC, its Manager

By: William Bishop
Name: WILLIAM BISHOP
Title: VP

ASSIGNEE:

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

TRANSPORT CAPITAL RAIL PARTNERS, LLC
By: DaimlerChrysler Services North America
LLC, its Manager

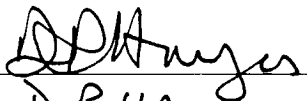
ASSIGNEE:

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: _____

Name: _____

Title: _____

By: 

Name: D. P. HAYES

Title: Senior Vice President

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) SS:

On this 27th day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared William Bishop, the Vice President of DaimlerChrysler Services North America LLC, a Delaware limited liability company ("DCSNA"), acting on behalf of and in its capacity as the Manager of Transport Capital Rail Partners LLC, a Delaware limited liability company ("TCRP"), who acknowledged himself to be a duly authorized officer of DCSNA and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained. Further, he acknowledged that the execution of the foregoing was the free act and deed of such officer on behalf of TCRP.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: 
Notary Public

SUSAN E. CORMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-30-09

[Notarial Seal]

My commission expires: 9-30-09

ACKNOWLEDGEMENT

STATE OF [New York])
) SS:
COUNTY OF [New York])

On this 27 day of September, 2005, before me, a Notary Public in and for said County and State, personally appeared DP Hayes, the Senior Vice President of The CIT Group/Equipment Financing, Inc., a Delaware corporation ("CIT"), who acknowledged himself/herself to be a duly authorized officer of CIT and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained. Further, he/she acknowledged that the execution of the foregoing Assignment and Assumption Agreement was the free act and deed of such officer and of CIT.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: *Kimberly A. Tan*
Notary Public

[Notarial Seal]

My commission expires: 7/09

KIMBERLY TANN
Notary Public, State of New York
No. 017A0130077
Qualified in New York County
Commission Expires 07/08/209

Schedule I

Assigned Leases

TRANSPORT CAPITAL RAIL PARTNERS, LLC
SURFACE TRANSPORTATION BOARD SCHEDULE
AS OF SEPTEMBER 30, 2005

TCRP

Equipment to be removed

<u>ID</u>	<u>LesseeName</u>	<u>Rider</u>	<u>Units</u>
1	3M COMPANY	02.2	113
2	3M COMPANY	03	30
3	ADM TRANSPORTATION CO	01	2
4	ADM TRANSPORTATION CO	01.2	76
5	ADM TRANSPORTATION CO	02	90
6	ADM TRANSPORTATION CO	41	42
7	ADM TRANSPORTATION CO	42	20
8	ALBANY & EASTERN RAILROAD CO	AERC(sch.2)	8
9	AMEREN FUEL SERVICES	05.1	120
10	AZTECA MILLING LP	03	4
11	AZTECA MILLING LP	04	9
12	AZTECA MILLING LP	05	5
13	AZTECA MILLING LP	07	3
14	BARTLETT GRAIN	01.4	10
15	BARTLETT GRAIN	03	5
16	BARTLETT GRAIN	04	9
17	BAY LINE RAILROAD	01	88
18	BAY LINE RAILROAD	02	16
19	BNSF	01.4	9
20	BNSF	10.5	115
21	BNSF	11.5	106
22	BNSF	12	242
23	BNSF	13	87
24	BNSF	Sch. 14	31
25	BNSF	Sch. 16.1	19
26	CALIFORNIA PORTLAND CEMENT CO	01.1	60
27	CARGILL, INC.	01	113
28	CARGILL, INC.	01.1	40
29	CASCO INC	01	10
30	CDN PACIFIC RAILWAY	02	69
31	CEREAL FOOD PROCESSORS	02.1	35
32	CIT GROUP, THE	02.1	11
33	CONSTELLATION POWER SOURCE	03.1	119
34	CONSTELLATION POWER SOURCE	04	240
35	CSX TRANSPORTATION	02	4
36	DIAL AND COMPANIES, INC.	02	122
37	DIAL AND COMPANIES, INC.	03	95
38	DIAL AND COMPANIES, INC.	04.1	90
39	DIAL AND COMPANIES, INC.	05	115
40	DIAL AND COMPANIES, INC.	06	236
41	ELKEM MATERIALS INC	01	5
42	ENGELHARD CORPORATION	01.1	6
43	ENGELHARD CORPORATION	02	15
44	EQUISTAR CHEMICALS, LP	02	305
45	EXCEL RAILCAR CORPORATION	01.1	49
46	EXCEL RAILCAR CORPORATION	02.1	153
47	EXCEL RAILCAR CORPORATION	03.1	10
48	EXCEL RAILCAR CORPORATION	04	146
49	EXCEL RAILCAR CORPORATION	05	50
50	EXEL TRANSPORTATION SERVICE INC	02	14
51	EXEL TRANSPORTATION SERVICE INC	05	5
52	FERROCARRIL MEXICANO SA DE CV	01	64
53	GENERAL MILLS	03.2	38
54	GENERAL MILLS	04.1	162

TRANSPORT CAPITAL RAIL PARTNERS, LLC
SURFACE TRANSPORTATION BOARD SCHEDULE
AS OF SEPTEMBER 30, 2005

TCRP

Equipment to be removed

<u>ID</u>	<u>LesseeName</u>	<u>Rider</u>	<u>Units</u>
55	GEORGIA & FLORIDA RAILNET INC	01	2
56	GEORGIA & FLORIDA RAILNET INC	SCH. 01	99
57	GEORGIA & FLORIDA RAILNET INC	SCH. 02	71
58	GEORGIA & FLORIDA RAILNET INC	SCH. 03	20
59	GEORGIA & FLORIDA RAILNET INC	SCH. 04	26
60	GEORGIA & FLORIDA RAILNET INC	SCH. 05	25
61	GEORGIA & FLORIDA RAILNET INC	SCH. 06	15
62	GEORGIA PACIFIC	01	40
63	GEORGIA PACIFIC	02	18
64	GEORGIA POWER COMPANY	01.2	119
65	GEORGIA POWER COMPANY	02.2	115
66	GLACIER NORTHWEST INC	01.1	10
67	HORIZON MILLING LLC	03	30
68	LITTLE ROCK & WESTERN RWY	SCH. 01	205
69	LITTLE ROCK & WESTERN RWY	SCH. 02	98
70	LITTLE ROCK & WESTERN RWY	SCH. 03	21
71	LONE STAR INDUSTRIES INC	02.2	24
72	LONE STAR INDUSTRIES INC	03.2	38
73	LONE STAR INDUSTRIES INC	05	48
74	MARATHON ASHLAND PET. LLC	01.4	21
75	MARYLAND MIDLAND	01	30
76	MISSISSIPPI POWER	04.2	231
77	MISSISSIPPI POWER	05.2	102
78	NATIONAL STARCH & CHEMICAL CO	13	5
79	NEW HAMPSHIRE CENTRAL RAILROAD INC	01	33
80	NORFOLK SOUTHERN	01.2	50
81	NORFOLK SOUTHERN	02	129
82	NORTHERN PLAINS RAILROAD	SCH. 01	10
83	NRG POWER MARKETING INC	01	125
84	NRG POWER MARKETING INC	02	125
85	OHIO CENTRAL RAILROAD SYSTEM	01	96
86	OHIO CENTRAL RAILROAD SYSTEM	02	21
87	OHIO CENTRAL RAILROAD SYSTEM	03	29
88	ORICA CANADA, INC.	01.1	9
89	ORICA CANADA, INC.	02.1	10
90	PLANTERS LIFESAVERS	01	44
91	PROCTER & GAMBLE CO	07.3	2
92	PROCTER & GAMBLE CO	11.3	8
93	QUEBEC RAILWAY CORP	01	16
94	RAILTEX INC	01.1	11
95	RAILTEX INC	02	59
96	RICEBORO SOUTHERN RAILWAY	01	30
97	RIO GRANDE CHEMICAL SALES	01	20
98	RIO GRANDE CHEMICAL SALES	04	15
99	RIO GRANDE CHEMICAL SALES	05	40
100	RIO GRANDE CHEMICAL SALES	06	70
101	RIO GRANDE CHEMICAL SALES	07	59
102	RIO GRANDE CHEMICAL SALES	08	77
103	SABINE RIVER & NORTHERN RAILROAD	SCH. 13	16
104	SAGE V FOODS	03.1	4
105	SAGE V FOODS	04	4
106	SAGE V FOODS	05	4
107	SAGE V FOODS	06	2
108	SAGE V FOODS	07	6

**TRANSPORT CAPITAL RAIL PARTNERS, LLC
SURFACE TRANSPORTATION BOARD SCHEDULE
AS OF SEPTEMBER 30, 2005**

TCRP

Equipment to be removed

<u>ID</u>	<u>LesseeName</u>	<u>Rider</u>	<u>Units</u>
109	SAGE V FOODS	08	5
110	SAGE V FOODS	09	1
111	SCHLUMBERGER TECHNOLOGY CORP	01.1	5
112	SOLVAY CHEMICALS INC	03	25
113	TATE & LYLE INGREDIENTS AMERICAS INC	01.1	5
114	TATE & LYLE INGREDIENTS AMERICAS INC	02.1	9
115	TATE & LYLE INGREDIENTS AMERICAS INC	03.2	22
116	TATE & LYLE INGREDIENTS AMERICAS INC	04.3	76
117	TCRP STORAGE	01	241
118	TFM, SA DE CV	01	250
119	TRANSPORT CAPITAL RAIL PARTNERS	HS	6
120	TRANSPORT CAPITAL RAIL PARTNERS	MSDR	2
121	TTX COMPANY	01	143
122	UNION CARBIDE CHEM & PLAS	02	10
123	UNION CARBIDE CHEM & PLAS	03	5
124	UNION PACIFIC CORP	SCH. 01	49
125	UNION PACIFIC CORP	03.1	240
126	UNION PACIFIC CORP	4	74
127	VALDOSTA RAILROAD	SCH. 01	296
128	VALDOSTA RAILROAD	SCH. 02	16
129	WESTLAKE GROUP	02	48
130	WESTLAKE GROUP	03	60
131	WISCONSIN & SOUTHERN RAILROAD CO	WSOR(sch.1)	75
132	WISCONSIN & SOUTHERN RAILROAD CO	WSOR(sch.2)	24
133	WISCONSIN & SOUTHERN RAILROAD CO	WSOR(sch.3)	50